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N^o 2.

COPY Letter from Sir Elijah Impey to the Court of Directors, dated 8th August 1782, with its Enclosures, relating to the Contract with Mr. Frazer for the Repair of Bunds, Pools, and Dykes, in the Province of Burdwan.

To the Honourable the Court of Directors,

I HAVE the Honour of inclosing you a Copy of a Letter, which I understand was written to your Select Committee, by Philip Francis, Esquire, late a Counsellor of this Presidency. If I am irregular in my Correspondence, I hope you will attribute it to my Austerity to refuse, in the most open Manner, Informations contained therein, which are levelled at my Reputation, by Insinuations, which I do not wish to be, misunderstood. This I am confident you will think fully deserves your complete Conviction, by the Two Affidavits which I have annexed thereto.

To the Truth of those Affidavits, as far as they relate to me, and that every Thing is set forth therein which can in anywise concern me, I am ready to add my own Oath.

I have requested your Governor General and Council to record the Whole on their Proceedings; and have taken the Liberty of addressing the Court of Directors at large, rather than your Select Committee, to which Mr. Francis has addressed his Letter, that I may have as full a Reparation for the injury which has been done me, as the Nature of the Case will admit, by bringing to a more public Attention not only my own Vindication, but both the Spirit and Mode with which that Gentleman has practised the conveying secret Informations, much more calculated to defame than to accuse, has instilled Suspicion than to establish Guilt.

That the Reparation cannot be adequate to the Injury I have received, I have to lament. The Writer of that Letter knew as well as I do the Force of such Impressions, the Weakness of Defences made at a distant Period, and the Improbability of their being read candidly, or even coming to the Knowledge of all who have imbibed Prejudices.

I have the Honour to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Believe me, Sir, to be, &c.

Hesitation in assuring you, that the Contract is too profitable to be given to him, for his sole Benefit.

Select Committee of the Honourable the
Court of Directors of the East India
Company.

On the 13th of February 1778 the Majority thought fit to give a Contract, for repairing the Pools of the District of Burdwan, to a Mr. Frazer, for Two Years, for the Sum of 1,80,000 Sica Rupees; whereas, in the Settlement of that District, formed by Sir John Clavering, Colonel Monton, and myself, for the Years 1776 and 1777, the Rajah's Officers had engaged, and were bound to perform the same Service, for the Sum of 25,000 Sica Rupees per Annum. Mr. Frazer is an Under Officer in the Supreme Court of Judicature, where I understand he is well provided for. You are to consider and judge of the Views and Principles which have guided the Governor General and Council in the Allotment of such a Business, on Terms of such immediate Profit, to a Person so circumstanced as you will find Mr. Frazer to be, if you think fit to enquire into his Situation, and Connections. By referring to the *Consultations*, you will find that I have gone as far in opposing the Measure, as the delicate and personal Nature of the Question, and perhaps my own Safety, would admit of: Let me only assure you, that it concerns the Company's Service in a very high Degree.

Some late Resolutions, still more extraordinary and questionable than even those taken in the first Instance, have brought their Contracts again into View. On the 29th of December and 2d of February last it was determined to give Mr. Wartel and Mr. Frazer a Grant of Continuation of their present Contracts, respectively, for Three Years each, to *commence* from the Expiration of such Contracts, that is, to *commence* at a Time, when by Law the present Government will have ceased to exist. I am informed, that Grants so circumstanced are in themselves illegal and void; and as such Mr. Wheeler and I have opposed them. The whole Sum payable to Mr. Frazer, out of the Company's Treasury, is Sica Rupees 4,20,000, which, reckoning the Current Rupee at Two Shillings, is equal to £.48,720. Besides this, you will observe, that in the Second Grant Mr. Frazer is authorized to execute certain additional Works, which properly belong to his Contract, and to deliver in extra Bills for the same, *upon Honour*. What such extra Charge may amount to, or whether his whole real Expence will not be covered by this supplemental Condition, can only be Matter of Conjecture. The Objection to the new Clause, on the Face of it, is, that it leaves the Company open to an unlimited Charge. The whole Disbursement, on Account of Mr. Wartel's Contract, will be Sica Rupees 4,12,000, £.47,792.

It is for the Company to consider whether they will allow their Servants to bind them in this Manner, for any Term of Years, *ad Libitum*, and to give away their Property with such unbounded Profusion. It is not possible, I think, that the Purposes to be answered by so manifest a Sacrifice of the Company's Interest to that of Individuals can be mistaken. In the Case of Mr. Frazer, the Object meant to be provided for is sufficiently apparent, and very well understood in this Place: The Continuation of Mr. Wartel's Contract, I have Reason to believe is for the Use of Dr. Barn and Sir John D'Oyly.

If any material Change shall take Place in this Council, on the Expiration of our present Appointment, I should conceive that the new Administration would think it their Duty to take into immediate Consideration, whether the Validity of the preceding Grant ought not to be litigated; but I confess, that for my own Part I should enter into such a Litigation with great Doubt and Discouragement, and without a Hope of Success in any Degree adequate to my private Opinion of the Wrong which the Company suffer.

The Court of Directors will weigh and determine, whether it be not incumbent upon them to support their Government here by the best Opinions taken in England, and by precise Instructions and positive Orders founded thereupon: Let me only observe, that no Time ought to be lost in sending out such Orders and Instructions as they may think the Case requires; and that it is not likely that Individuals here, however upright and irreproachable in their own Conduct, will act steadily and resolutely on such invidious Ground, if they are not heartily supported by the direct Authority and most decided Approval of their Employers.

The Grants given to Captain Macgowan will be brought before the Company by their Board of Commerce; I shall therefore content myself with referring you * to the several Consultations in which those Grants are recorded, and with assuring you that they deserve your Attention not less than the Contracts which are immediately the Subject of this Letter,

Calcutta,

3d April 1779.

I have the Honour to be, &c.
(Signed) P. F R A N C I S.

* Pub. Depart.
8 Decr 1777.
14 Decr 1778.
22 March 1779.

The AFFIDAVIT of Archibald Frazer, Esquire, sworn before the Honourable Mr. Justice Hyde, on the Sixteenth Day of August One thousand Seven hundred and Eighty-two.

Archibald Frazer, of Calcutta, Gentleman, maketh Oath, and says, That some Time in the End of the Year One thousand Seven hundred and Seventy-six, when John Mills, Gentleman, was appointed to the Office of Superintendent of the Police of the Town of Calcutta, vacant by the Death of Alexander Macraby, Esquire, Brother-in-Law, as this Deponent has heard, and believes, of Philip Francis, Esquire, late a Counsellor of this Settlement; it being rumoured that the said John Mills would not long reside in Bengal, he, this Deponent, by the Mediation of Sir Elijah Impey, applied to the Governor General for his Interest to succeed to the Office when it should become vacant; and was informed by the said Sir Elijah, that the Governor had promised his Interest when the Vacancy should happen, and desired that this Deponent would in the mean Time employ himself in such Manner as would instruct him to execute the Duties of the Office; that the said John Mills having in consequence, as this Deponent has heard, and believes, of Complaints preferred against him for Offences in his Office, by the Judges of the Supreme Court, been obliged to vacate his Office, the said Sir Elijah told this Deponent, that he wished this Deponent would not urge the Governor General to keep his Promise with regard to the Succession to the said Office, he, Sir Elijah, then declaring that he was apprehensive that if he, this Deponent, succeeded to the Vacancy, it might cause a Suspicion that he, Sir Elijah, had joined in preferring such Complaints against the said John Mills, not from Principles of Justice, but for the Purpose of serving the Interest of this Deponent, as this Deponent is a Son of the Brother of the Mother of the said Sir Elijah, and then lived in his Family; and that Sir Elijah further informed this Deponent, that he had expressed the same Sentiments to the Governor General, and that the Governor General had promised to serve this Deponent in some other Way: And this Deponent further says, That Charles Stafford Playdell, Esquire, was appointed to the Office, in the Room of the said John Mills; and this Deponent verily believes, if Sir Elijah Impey had not for these Reasons desired this Deponent to waive the Promise so made by the Governor General, he, this Deponent, should have succeeded to the said Office: And this Deponent further says, That some Time in the latter End of the Year One thousand Seven hundred and Seventy-seven, or the Beginning of the Year One thousand Seven hundred and Seventy-eight, this Deponent was informed, that he had been appointed to the Office of the Collector of this Town; but that he, this Deponent, disliking the Nature of the Attendance in such Office, and not being sufficiently instructed in Law with the Duties of the same, did beg Leave to decline the Acceptance of such Office; that soon after, but on what particular Day this Deponent at this Distance of Time cannot say, George Bogle, Esquire, now deceased, came to this Deponent, who was then alone in his Bed Chamber, and advised this Deponent to make Proposals to the Governor General and Council, for a Contract to keep the Government Pools of the Burdwan District, in Repair, for the Space of Two Years; and the said George Bogle then acquainted this Deponent, that by the Neglect of the said Pools for the Two preceding Years, an adequate Sum (as the said George Bogle said) not having been allowed, they were in a very ruinous Condition; and that he suggested to this Deponent in what Terms it would be proper to make Proposals for the said Contract; and did at the same Time recommend, that John Baynes, Gentleman, should be the said George Bogle recommended as a Person well skilled in such Business, to be Agent to this Deponent for the carrying the said Contract into Execution; that he, this Deponent, did on the next Day, and before he acceded to the said Proposition, acquaint Sir Elijah Impey with what had passed between the said George Bogle and this Deponent, and asked the Advice of the said Sir Elijah, who answered this Deponent to this Effect—that he knew nothing of the Nature of the Business, or what were proper Proposals to make, but that if he, this Deponent, thought he could derive Profit therefrom, he, Sir Elijah, could have no Objection to this Deponent's engaging therein; that in consequence of the Advice of the said George Bogle, and Assent of the said Sir Elijah, he this Deponent, did make Proposals to the Governor General and Council, in the Terms suggested by the said George Bogle, without any Variation whatsoever; and that in some short Time after he was informed, that his Proposals had been accepted: And this Deponent further says, that he verily believes the said Proposition was made to this Deponent without the Privy or Knowledge of Sir Elijah Impey; and that the said Sir Elijah was totally ignorant of any Thing relative thereto, until he, this Deponent, informed him thereof, as is before related: And this Deponent further says, That he verily believes the said Sir Elijah did not at any Time apply to or solicit the Governor General, or any other Person whatsoever, on that Subject, before the said Proposals were accepted by the Governor General and Council; and this Deponent further says, that on or about the Month of December One thousand Seven hundred and Seventy-eight, the said John Bayne represented to this Deponent, that very great Inundations had happened, by which a greater Expence was incurred by this Deponent than was expected at the Time of his entering into the Contract; and that it would be highly beneficial to the Country to prevent such Inundations in future, which could not be checked by the Pools which this Deponent was by his Contract bound to repair; that certain Works should be erected, which said Works were called, by the said John Bayne, Dobunds, and which did not belong

to the said Contract, as by the said Contract, bearing Date on or about the Sixteenth Day of April, One thousand Seven hundred and Seventy-eight, and by a renewed Contract bearing Date the Sixteenth Day of February One thousand Seven hundred and Seventy-nine, Reference being thereunto had, will fully appear; for the erecting of which said new Works, he, this Deponent, was to receive no Consideration whatsoever by the Contract; and recommended this Deponent to apply to the Governor General and Council, to contract for erecting the same, on a Calculation then made by the said John Bayne, of the Amount of the Expence likely to be incurred in the erecting thereof; And this Deponent further says, That the said John Bayne did propose to this Deponent to lay out the Whole of the Sum to be allowed for the said Works on the said Works: And this Deponent further says, That the said John Bayne calculated the Expence which would be incurred by erecting the said new Works; and this Deponent did make Proposals to the Governor General and Council, to performing the said Works, according to such Calculation, but the said Governor General and Council, did not agree to allow to this Deponent any specific Sum for the Expences of the said Works, but did authorize this Deponent to erect the said new Works, and engaged to pay to this Deponent such Sums in Advances, so that no Advances should on One Occasion exceed Five thousand Sicca Rupees, as should be necessary for the same, he this Deponent accounting for such Advances, if required, *not upon Honour*, as is mentioned in the said Letter, said to be written by the said Philip Francis, Esquire, *but upon Oath*, as by the said renewed Contract will fully appear: And this Deponent further says, That he verily believes the whole Sums advanced for the said new Works, and more than such Sums, have been really and bona fide expended on the said new Works, as the said John Bayne, who has acted during the Terms of the said Contract, as sole Agent for this Deponent, has frequently declared to him, this Deponent, that the Whole of such Advances, and more, has been so expended: And this Deponent further says, That no Profit, Benefit, or Emolument whatsoever, to the best of the Knowledge and Belief of this Deponent, has, by any Means whatsoever, been derived from the erecting the said Dobbuds, to this Deponent, nor any Expence saved to this Deponent by the same, save and except as is expressed in the Affidavit of the said John Baynes: And this Deponent further says, That he has, to the best of his Knowledge, fulfilled his Contracts faithfully in every Particular, he having continually required his said sole Agent to spare no Expence whatsoever in keeping the Pools, for the Reparation of which he, this Deponent, has contracted, in the best Condition possible; and the said John Bayne has, from Time to Time, assured this Deponent he has so done, and had at different Times brought in Bills and Vouchers for the same to a very high Amount; the Whole of which Accounts, respecting both the old Pools and the new Works, this Deponent is ready and willing to subject to the Inspection of the Governor General and Council, and to verify the same on Oath, as far as is within the Knowledge of this Deponent: And this Deponent further says, That no Part whatsoever of the Sum advanced for the said new Works have been applied to the Use of this Deponent: And this Deponent further says, That he did request the said Sir Elijah Impey to apply to the Governor General for his Interest to procure the First Contract to be renewed; and he the said Sir Elijah did promise this Deponent that he would so do; and this Deponent believes that the said Sir Elijah did apply to the Governor General on that Behalf: And this Deponent further saith, That he has seen a Paper, which he has been told, is a Copy of a Letter, which he has been informed was written by Philip Francis, Esquire, hereinbefore mentioned, by which this Deponent understands the said Philip Francis meant to convey Insinuations prejudicial to the said Sir Elijah Impey; wherefore this Deponent has thus disclosed, upon Oath, all and every Part that the said Sir Elijah has acted with regard to the said Contracts, as far as it has come to the Knowledge of this Deponent, which he verily believes has proceeded solely from the Friendship and Affection which the said Sir Elijah has, from his earliest Childhood, ever and uniformly entertained for this Deponent; and more particularly as the said Sir Elijah Impey, when he was about to leave England and proceed to Bengal, requested this Deponent, then a Chief Mare in the Service of the East India Company, to relinquish his Pursuits in that Line, and trust to the Interest of the said Sir Elijah to provide for this Deponent in India; which this Deponent did accordingly: And this Deponent further says, That the said Sir Elijah has been very solicitous, as this Deponent believes, to promote the Interest of this Deponent; that as the Education of this Deponent had not been such as qualified him for the higher and more lucrative Offices in the Supreme Court (as the said Sir Elijah has often declared to this Deponent) the said Sir Elijah procured him, this Deponent, to be appointed Sealer of the said Court, soon after its first Institution, to which Office a Yearly Salary of Arcot Rupees Two thousand, and no more, is annexed; and that this Deponent held no other Office whatsoever in the Supreme Court, until the Month of December, in the Year One thousand Seven hundred and Seventy-six, when he was appointed Examiner in the said Court, to which Office a Yearly Salary of Arcot Rupees Six thousand, and no more, is annexed; and that he hath not at any Time held any other Office in the said Court, except the Offices above mentioned: And this Deponent further says, That the Profits of the said two Offices, including Fees and Salaries, after the necessary Deductions for Clerks and Contingencies, would not, if this Deponent did not lodge and board gratis in the Family of the said Sir Elijah, be more than would be necessary to maintain him, this Deponent, in Decency, and with common Necessaries: And this Deponent further saith, That the said Sir Elijah Impey has not, nor has any other Person on his Behalf, or in Trust for him, received, directly or indirectly, any Profit, Reward, or Emolument whatever, for or on Account of the said

Contracts or Contract, or of any Offices or Office, Appointments or Appointment, Profits or Profit, had, made, or held by this Deponent; and that the said Sir Elijah Impey has not received any Promise, Infuasion, or Hint, from which the said Sir Elijah Impey can derive any Expectation whatsoever, that he, or any One for him, shall in future be benefited by the same.

Sworn at Calcutta, the Sixteenth Day of August 1782, before me, (Signed) J. Hyde. (Signed) A. F. R. A. S. E. R.

The AFFIDAVIT of John Bayne, Gentleman, made before the Honourable Mr. Justice Hyde, on the Sixteenth Day of August One thousand Seven hundred and Eighty-two.

John Bayne, of Baugnan, in the District of Burdwan, Gentleman, maketh Oath, and says, That he has acted as sole Agent to Archibald Fraser, Gentleman, for the carrying into Execution a certain Contract, entered into with the Governor General and Council of this Presidency, by the said Archibald Fraser, dated on or about the Sixteenth of April, in the Year One thousand Seven hundred and Seventy-eight, for repairing the Government Pools of the District of Burdwan; as also a renewed Contract, entered into by the same Parties, bearing Date the Sixteenth Day of February One thousand Seven hundred and Seventy-nine, as well for the same Purposes, as for erecting certain new Works; and that he has acted from the Commencement of the said Contracts to the present Hour;—that this Deponent did, on or about the Month of February One thousand Seven hundred and Seventy-eight, proceed to the Province of Burdwan, for the Purposes of surveying and repairing the said Pools, which he found in a ruinous Condition, and verily believes, from the Appearance they made, that very small Sums had been expended in repairing the same for the Two preceding Years; and this Deponent hath herunto annexed an Office Copy of a Report, dated the 1st Day of February One thousand Seven hundred and Seventy-eight, by John Hinloch, Esquire, Superintendent of Pootbundy Repairs, which appears by the said Copy to have been made in consequence of an Order of the Chief and Council of Burdwan: And this Deponent says, That during the Time the First Year's Repairs of the Pools were carrying on, as well as after the same had, according to the best of this Deponent's Judgment and Abilities, been completely finished, the said Pools sustained considerable Damage, occasioned by various Causes, particularly by the extraordinary Rains of the Season, and by the rapid Torrents from the Mountains, both of which last-mentioned Causes were, by the Ryots, and others resident on the Spot, represented to this Deponent to have been more severe than during the Four preceding Years; which Representation this Deponent believes to have been true: And this Deponent further says, That from the Observations he had made on the Inundations, and from the probable bad Consequences to Cultivation, which he judged likely to ensue from the Change of the Course of particular Parts of the Rivers that were then nearly approaching the Pools, which were the Objects of the First Contract; he, this Deponent, did then and now does believe, that certain additional Works, called Do Bunds, were necessary for the Security of the Cultivation of the Country; and did therefore, on or about the Month of December One thousand Seven hundred and Seventy-eight, advise the said Archibald Fraser to apply to the Governor General and Council to contract for the Erection of the said Do Bunds; and this Deponent did make a Calculation, to the best of this Deponent's Judgment, of the Expences necessary for erecting the same, and did communicate the same to the said Archibald Fraser: And this Deponent further says, That the erecting such new Works formed no Part of the Works to be performed under the First Contract as by the said Two Contracts will appear: And this Deponent further says, That he did not include in such Calculation any pecuniary Reward, for Labour and Trouble in superintending the Erection of the same, either to the said Archibald Fraser or to him this Deponent; but that the Whole of the Money which should be allowed for the same should be expended on the said new Works: And this Deponent further says, That greater Damages had been done to the Pools, by Inundations, after he, this Deponent, had first repaired the same, than the said Archibald Fraser had Reason to expect; wherefore, and because the said Archibald Fraser, on his Agents, would be at great additional Trouble in erecting such new Works, he, this Deponent, did then, and now thinks, it was reasonable that the said First Contract should be continued to the said Archibald Fraser, for the Space of Three Years beyond the First Term of Two Years; and did therefore advise the said Archibald Fraser to apply to the Governor General and Council for the Renewal of the first-mentioned Contract for the Term of Three Years as aforesaid: And this Deponent further says, That as Agent for the said Archibald Fraser, he has, from Time to Time, according to the best of his Skill, kept the said Pools in good Repair, and has not, where he has thought the same necessary, imparted any Expence for the due Reparation of the same; and has actually expended, Yearly and every Year, large Sums of Money in repairing the same, as by the Accounts of the Disbursements of this Deponent will fully appear. And this Deponent further says, that he hath received the Whole of the Money which was paid for the Erection of the said new Works, and that not One Rupee thereof had passed through the Hands of the said Archibald Fraser; and that the Whole of the same, down to this Day, does not exceed the Sum of Forty thousand Six hundred and Sixty Rupees; and that he, this Deponent, not only expended the Whole of the same in the erecting of the said new Works, but has disbursed a

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Sum exceeding Five thousand Sicca Rupees: And this Deponent further says, The said Sum last mentioned still remains due in Arrear to this Deponent, though by the Terms of the renewed Contract the said Archibald Frazer was entitled to receive the same in Advance: And this Deponent further saith, That he will not take upon him, on Oath, to say that the erecting the said Do Bunds have not eventually saved some Expence in the Reparation of the Old Pools; but on his Oath, says, That so far from the whole real Expence to be incurred for the Reparation of the Old Pools being covered by the renewed Contract, he had, since erecting the same, laid out large Sums of Money in the Repairs of the said Old Pools, and that the whole Saving of Expences in repairing the said Old Pools, during the whole Period of the Contract, cannot amount to a larger Sum than Four thousand Sicca Rupees, though this Deponent verily believes, that such Savings have not amounted to the last-mentioned Sum: And this Deponent further says, That he hath not accounted for the Profits of the said Contract with any other Person but the said Archibald Frazer; and that the said Deponent never did, nor does believe, that Sir Elijah Lopley, or any other Person for or in Trust for him, or on his Account, directly or indirectly, is benefited by the Profits of the same: And this Deponent further saith, That the Accounts and Books of the said New Works have been, by him, kept separate and distinct from the Accounts and Books of the Money he disbursed for the Annual Repairs of the Pools, the Object of the First Contract; and that the said Accounts and Books contain a true and just Account of all Monies received and disbursed for and on Account of the said New Works; and that it will appear from the said Books and Accounts, that no Part of the Forty thousand Sicca Rupees received by him, this Deponent, nor of the Sum which he now stands in Advance, has been applied for any other Purpose whatever than that of erecting the said New Works; that the said Books have been made up by this Deponent, from the Commencement of the said New Works down to the End of the Bengal Year One thousand One hundred and Eighty-eight, which he, this Deponent, is ready and willing to lay before the Governor General and Council on Oath, if required, and will, if so required, so soon as the Business of the present Year One thousand One hundred and Eighty-nine is finished, with the utmost Expedition make up the Accounts thereof; and in like Manner, if required, lay the same, on Oath, before the Governor General and Council.

Sworn at Calcutta the Sixteenth
of August 1782, before me,

(Signed) John Hyde.

(Signed) JOHN BAYNE.

To Alexander Higginson, Esquire, Chief, &c. Provincial Council of Revenue, Burdwan.

Gentlemen,

In Obedience to your Orders of the 15th November last, I proceeded to make a Circuit of the Bunds of this Province; and being now returned, I beg Leave to address you on the Subject of my Enquiry. Your Instructions particularly pointed out to me to visit and inspect the Bunds in general, and especially those which had suffered during the last rainy Season; to form an Estimate of the Expence which might be required for the ensuing Repairs; and, to ascertain the Amount which has been disbursed during the last Season: These Duties I have endeavoured to fulfil, as far as the Time and Circumstances would admit, and shall now take the Liberty to offer to you my Observations upon the several Points of your Instructions:—When I left Burdwan I proceeded to those Purgunnahs which are situated upon the Damooda; viz. Havillah, Belgur, Burfoot, and Billiah. The Bunds of those Purgunnahs I inspected throughout, and found they had been so totally neglected for the Two last Seasons, that they were nearly on a Level with the Lands; and at those Places where the Current of the River particularly set, there were many and large Breaches, by which considerable Tracts of the adjoining Lands had been totally inundated, and appeared waste and uncultivated. The Purgunnahs of Billiah, being of a very low Situation, have suffered more considerably than some others, and, except the large Bunds of Bollah and Ampdah, there is not the Appearance of any others for a Tract of Ten Cols, in which Space the Ryots themselves had used the only Endeavours for the Preservation of the Lands, which being very inadequate to the Work, they suffered very much from the Casualties of the Season. The above large Bunds extend also to nearly Ten Cols each, and are (from Breaches formed by the Force of the River) a very small Protection to the Lands, inasmuch that the Purgunnah may now be deemed totally defenceless. These Four Purgunnahs, from the Course of the Damooda being winding, and forming itself into strong Eddies, are particularly to be attended to in the Repairs.

I next proceeded to Mundulgent, and those Purgunnahs which are situated upon the Roopnaram, Silla, and Cossia Rivers. The Bunds of Mundulgent being the largest and greatest Extent of any in the Province, and the Repair of it being so materially and immediately necessary for the Preservation of the Crops, I was particularly attentive to its Condition. The large Bund extends about Nine Cols upon these different Rivers, and is the chief Protection from their Inundations. Within this capital Bund there are many lesser ones against the Nullahs and small Watercourses, which branch from these Rivers. In both the Breaches are numerous, but particularly in the large one, by which many extensive and valuable Tracts of Land have been totally ruined, and their Crops destroyed during the last Rains. The Ryots, as the only Means of preserving their Property, exerted themselves very much in filling up the Breaches as they were made, but their Labour was so insufficient, that at present the Condition of the Bund is very little improved by them. The State which I have

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thus exhibited of the principal and most extensive Bunds, I can apply in a proportionable Degree to the Whole, they being universally in such Decay that the most speedy and substantial Repair becomes absolutely necessary for the Preservation of the Revenue of a large and the most valuable Part of the Province. The great Expence which will now be incurred in the Work must be attributed solely to Neglect and Inattention of the Rajah's Officers for the Two last Years; because on that Account the Work now to be done becomes double to what it possibly could have been, had the Annual Repairs been properly and regularly applied. Although the Estimate of Repairs which accompanies this Address amounts to the Sum of Sixty Rupees 1,19,405. 13, yet I conceive it not to be more than is absolutely necessary to put the Bunds once in a solid and substantial Condition; this being once effected, the annual Expence of Pool Bundy will be greatly decreased, and the Province perfectly defended from such Inundations, which have brought Ruin on such Numbers of the Inhabitants, and have proved of such Detriment to the Public Revenue. The Estimate which I have formed was collected in the Course of my Circuit from the Mundals and Contoy (or Head Labourers) of the several Villages. They have been constantly employed in the Business of the Repairs, and have a very competent and sufficient Knowledge of the Work. The particular Estimates, as formed by them, are too voluminous to be now translated; but for the Information of the Board I enclose a Translation of the Estimate for the Purgunnah Chutruah, which is similar to all the others, and formed upon the same Principles. In endeavouring to comply with your Instructions for obtaining a Knowledge of the Expence incurred in the Repairs of last Season, I called upon the several Darogahs who had been employed in that Business; but found that they had all quitted the Districts upon my going out, and had carried with them every Paper and Person that could have given me any Information. The general Intelligence I got from the Inhabitants was, that the Darogahs were carried at that Time to Burdwan by the Rajah's Officers, for the Purpose of explaining their Accounts, and it appears to me to have been with a View of frustrating every Attempt of mine to acquire the Knowledge I was instructed to do. The Information I was able to obtain from the Ryots, and some Gomastahs (who had been employed by the Darogahs) together with my own Observation, proves that a very trifling Part of the Sum was applied to the Repairs, and that the greatest Part has been embezzled. I beg Leave to lay before you a Translation of some Petitions presented to me by the Ryots in the Purgunnah Boorlut; and it was confirmed to me such Methods were used in every Purgunnah, the Circumstances of which they are ready to prove, if you shall think proper to call upon them.

I also beg Leave to acquaint you, that notwithstanding I was furnished with Purwannahs to the Tanadars of the Districts, to attend me, and render me every Assistance in my Progress, yet it was with some Difficulty I could get them to attend; and a few of those who did it, was with Reluctance on their Part that they afforded me Assistance.

I beg Leave to observe to you, Gentlemen, that there is Time sufficient before the ensuing Rains to put the Pool in proper Repair, and whoever is intrusted with the Work cannot plead Want of Time as an Excuse for any Neglect.

I am,

Gentlemen,

With Respect,

Your most obedient Servant,

(Signed)

JOHN KENLOCK to
Sup. Pool the Rept)

Burdwan,
14th February 1778.

A true Copy.

(Signed)

W. Farguharson,
Acting Sec^y

A true Copy.

(Signed)

W. Webber,
Sec^y

ESTIMATE of the Advances absolutely necessary to be expended this Season, for putting the Bunds of this Province in a thorough Repair.

	R.	A.	P.
Guallaboom	1,033	8	—
Champanagong	214	8	—
Baggan	324	6	—
Havillah	2,109	—	—
Biligur	4,313	7	—
Boorbut New Polo	14,095	—	—
Bililah Ditto	24,531	—	—
Mundlegaut D.	37,305	—	—
Churtbah	11,103	—	—
Burdah New Polo	7,408	—	—
Chandercconah	1,976	—	—
Jahanabad	1,920	—	—
Byrah	3,400	—	—
Chomuah	4,102	—	—
Hary Paul	73	—	—
Arish	503	—	—
Monurby	634	—	—
Kanharce	161	—	—
Turiff Guttaul	4,200	—	—
Total S. R.	1,19,405	13	—

(Signed) E. JOHN KINLOCK,
1st February 1778. Sup^r Poolbundy Rep^r.

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N^o 2.

COPY LETTER

FROM

Sir Elijah Impey to the Court of Directors

Dated 8th August 1782,

WITH ITS ENCLOSURES.

RELATING TO

The Contract with Mr. Frazer, for the Repair of Burdwan
Pools, and Dykes, in the Province of Burdwan

1787.